

**PERMIT TO ENTER PROPERTY
EAST PENN RAILROAD, L.L.C.**

STATE CONTRACT NO. T201507403
FEDERAL AID PROJECT NO. EBHOS-N027(03)

**BRIDGE 1-634 ON SR100 DUPONT ROAD
OVER EAST PENN RAILROAD**

Wilmington, DE, Wilmington & Northern Branch
M.P. 3.21, DOT No. 593275U



23 November 2016

Temporary permission is hereby granted to the Delaware Department of Transportation, 800 Bay Road, P.O. Box 778, Dover, DE 19903 (hereinafter called "**Permittee**"), to enter property operated by East Penn Railroad, L.L.C., 505 South Broad Street, Kennett Square, PA 19348 (hereinafter called "**Railroad**"), for the purpose of implementing the improvements listed below for this crossing, located in the State of Delaware, under the following terms and conditions set forth below:

1. LOCATION AND ACCESS. The following crossing and property adjacent to the track operated by Railroad, are covered by this Temporary Permit and are hereinafter called "**Property**" for project **T201507403 Bridge 1-634 On SR100 DuPont Road Over East Penn Railroad; M.P. 3.21; DOT No. 593275U.**

Railroad shall be responsible for the following:

Providing review of the construction documents for the referenced project. This review will determine the required protection (flagging and otherwise) and outline measures to maintain the operation of the rail line during construction. Preliminary Engineering Agreement is attached as **Exhibit A.**

Install approximate 700 feet of siding extension on the Wilmington & Northern Branch line to allow for storage of rail cars providing DelDOT's Contractor unlimited access under Bridge 1-634 from New Road.

Contractor shall install and remove ballast over the existing siding for use as DelDOT's contractor access, per **Railroad** standards.

Install and remove temporary timber crossing of rail lines under BR 1-634 to provide contractor access across tracks under Bridge 1-634. Force account estimates are attached in **Exhibit B.**

2. INDEMNIFICATION. **Permittee** will require its contractor(s) to defend, indemnify and hold harmless **Railroad**, its officers, directors, employees, agents, servants, successors, assigns and subsidiaries, irrespective of its negligence or fault, from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense, and attorney's fees), which any or all of them may hereafter incur, be responsible for, or pay as a result of injury, death, disease, or occupational disease to any person, and for damage (including loss of use) to or loss of any property of **Railroad**, arising out of or in any degree directly or indirectly caused by or resulting from activities of or work performed on behalf of **Permittee**. The foregoing obligation shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Permittee** or any contractor or subcontractors, and shall survive the termination of this Temporary Permit for any reason.

Permittee shall, during the period of occupation of the Property, require its contractor to hold **Permittee** and the **Railroad** harmless from any and all action or claims of damages, accident,

injury or death caused by or arising out of **Permittee's** project; and require all contractors working upon the **Property** to be adequately insured against such liability.

As used in this paragraph, the "**Railroad**" includes the East Penn Railroad, L.C.C. and their respective officers, directors, employees, agents, servants, successors, assign and subsidiaries.

3. **STARTING OF USE OF PROPERTY.** **Permittee** shall notify **Railroad's** President or authorized designee, at least fourteen (14) days in advance before entering upon, or starting any work on, the **Property**. No entry upon or use of the **Property** will be permitted until a fully executed copy of this Temporary Permit is returned to **Railroad**, and specific permission to enter upon the **Property** received from **Railroad**.

4. **RAILROAD OPERATIONS.** All operations of **Permittee** and its contractor(s) shall be performed so as not to interfere with **Railroad's** operations or with any of **Railroad's** facilities. In no event shall personnel, equipment or material cross a track or tracks without special advance permission from **Railroad's** President or authorized designee. If, in the opinion of **Railroad's** President or authorized designee, conditions warrant at any time, **Railroad** will provide flagging service and/or other protection at the sole cost and expense of **Permittee**, and **Permittee** agrees to pay to **Railroad** full cost and expense therefore within sixty (60) days of receipt of **Railroad's** bill or invoice.

5. **CLEARANCES.** All equipment and material of **Permittee** and its contractor(s) shall be kept at all time not less than fifteen (15) feet from the centerline of the outside track, unless specifically otherwise authorized in writing by **Railroad's** President or authorize designee. **Permittee** and its contractor(s) shall conduct all operations so that no part of any equipment shall foul an operated track, transmission, communication or signal line, or any other structure or facility of **Railroad**.

6. **RESTORATION OF PREMISES.** Upon completion of its work, **Permittee** and its contractor(s) shall, at the option of **Railroad**, (a) leave the **Property** in a condition satisfactory to **Railroad** or, (b) restore the **Property** to its original condition. This may include, without limitation, the restoration of any fences removed or damaged by **Permittee** or its contractor(s).

7. **TERM OF PERMIT.** **Railroad** reserves the right to revoke this Temporary Permit at any time. Unless subsequently modified, this Temporary Permit shall extend until **December 31, 2020** at which time it shall expire automatically. **Permittee** agrees to notify **Railroad** when use of the property or work is completed. Under no circumstances shall this Temporary Permit be construed as granting to **Permittee** or its contractor(s) any right, title or interest of any kind or character in, on, or about any property of **Railroad**.

8. **INSURANCE.** Before **Permittee** commences any work in, on, or about the **Property**, **Permittee's** contractor(s) shall furnish **Railroad**, with evidence of its Workmen's Compensation, Public Liability and Property Damage, and other coverage, as specified in the **Railroad's** Special Provision, (**Exhibit C**) attached hereto and made a part hereof. In the Special Provisions attached hereto, the term "Department" is deemed to mean **Permittee**.

9. PROTECTION. All work in, on, or about the **Property** shall be in accordance with the Special Provisions, (**Exhibit C**) attached.

10. COMPLIANCE BY PERMITTEE'S CONTRACTOR. **Permittee** shall take all steps necessary to assure its contractor(s) complies with the terms and conditions of this Temporary Permit.

11. BASIS OF PAYMENT. The entire cost of this project will be borne by the **Permittee** and the **Permittee** will reimburse the **Railroad** for the actual cost of the labor, materials, equipment leasing, and other services furnished by the **Railroad**, including the preliminary engineering performed by the **Railroad** from the date of original authorization. Force Account Estimate (**Exhibit B**) attached.

It is hereby agreed that any supplementary estimates, which may subsequently be approved by the **Permittee** and **Railroad**, shall also be made a part of the project. All reimbursable charges in connection with the project will be subject to an audit. Billing will be made and payment sought:

- A. Immediately following completion of preliminary design work.
- B. Immediately upon arrival of materials ordered by **Railroad** and the accompanying receipt, of shipping notice or invoice.
- C. Upon presentation of bill for completed work from contractors or monthly progressive bills if the project cannot be completed within one month.
- D. Upon completion of work by **Railroad**.

A final bill shall be submitted to the **Permittee** and the **Permittee** will, within sixty (60) days of receipt and completion of review thereof, pay said final bill. In the event difficulties arise in securing necessary State and Federal approvals which render it impracticable to utilize funds from current appropriations for the construction of a specific project, **Permittee** or **Railroad** may, at any time before actual construction is started, pursuant to proper authority and approval, serve written notice of cancellation upon the other party; in such event, this Temporary Permit shall thereupon become null and void insofar as the specific project is concerned. It is understood and agreed that in the event of cancellation by the **Permittee**, **Permittee** shall reimburse the **Railroad** all cost and expense incurred by the **Railroad** prior to the receipt of notice of cancellation. In the event of a cancellation originated by **Railroad**, **Railroad** shall not be entitled to reimbursement for the costs it incurred prior to cancellation of the project.

12. NOTICES. All notices, consents and approvals required or permitted by this Agreement shall be in writing and shall be deemed delivered (i) on the expiration of three (3) days following mailing by first class U.S. mail, (ii) on the next business day following mailing by a nationally recognized overnight carrier, or (iii) on the date of transmission, as evidenced by written confirmation of successful transmission, if by facsimile or other electronic transmission if sent

on a business day (or if not sent on a business day, then on the next business day after the date sent), to the parties at the addresses set forth below, or such other addresses as either party may designate by delivery of prior notice to the other party:

Delaware Department of Transportation
Attn: Robert Perrine, Railroad Section
800 Bay Road
P.O. Box 778
Dover, Delaware 19903

East Penn Railroad, L.L.C.
Attn: Robert Parker, President
505 South Broad Street,
Kennett Square, PA 19348

{SIGNATURE PAGE TO FOLLOW}

To confirm acceptance of this Temporary Permit, one fully executed copy will be retained by: East Penn Railroad, L.L.C. The second copy will be retained by **Permittee**.

AGREED TO AND ACCEPTED:

DELAWARE DEPARTMENT OF TRANSPORTATION

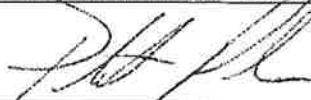
By: 
Robert McCleary, P.E., Chief Engineer

Date: 12/5/2016

By: 
Shante Hastings, P.E., Acting Director Finance

Date: 12/4/16

EAST PENN RAILROAD L.L.C.

By: 
Robert Parker, President

Date: 11/28/16

APPROVED AS TO FORM



Ann C. Cordo
Delaware Deputy Attorney General

EXHIBIT A

Preliminary Engineering Agreement

**AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES
EAST PENN RAILROAD, L.L.C.**

DELDOT CONTRACT NO. T201507403
FEDERAL AID PROJECT NO. EBHOS-N027(03)

**BRIDGE 1-634 ON SR100 DUPONT ROAD
OVER EAST PENN RAILROAD**

Wilmington, DE, Wilmington & Northern Branch
M.P. 3.21, DOT No. 593275U

21 April 2016

AGREEMENT FOR PRELIMINARY ENGINEERING SERVICES

This agreement made by and between the Delaware Department of Transportation (hereinafter called "DELDOT"), and East Penn Railroad, L.L.C. (hereinafter called "RAILROAD").

DELDOT will submit plans and specifications for contract **T201507403** to said RAILROAD for work which will involve or affect RAILROAD facilities at the following location:

Town, County State: **Elsemere, New Castle, Delaware**
AAR-DOT#: **593275U**
Street/Bridge Name: **SR100 Dupont Road, BR 1-634**
Description: **Proposed Bridge Repairs over Railroad's Wilmington
& Northern Branch, MP 3.21**

Preliminary Engineering Cost Estimate: **\$8,000**

Therefore, in consideration of the benefits moving to each of the parties hereto, they do mutually agree as follows:

ARTICLE 1. REIMBURSEMENT. DELDOT agrees to reimburse the RAILROAD for actual cost of preliminary engineering necessary in connection with the project.

The RAILROAD shall submit to DELDOT fair and reasonable costs of the aforesaid work performed as evidenced by detailed invoices acceptable to DELDOT. DELDOT shall reimburse the RAILROAD in the amount of the approved costs so submitted.

ARTICLE 2. EFFECTIVE DATE OF AGREEMENT. This agreement shall take effect at the time it is approved and signed by both DELDOT and the RAILROAD.

ARTICLE 3. STARTING OF WORK. This agreement covers preliminary engineering services performed, starting November 10, 2015. The RAILROAD agrees to provide preliminary engineering services at the request of DELDOT's authorized designee, whether written or verbal.

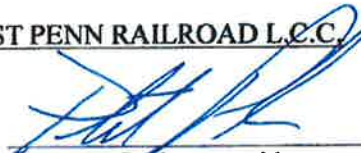
IN WITNESS WHEREOF, DELDOT and the RAILROAD have caused these presents to be signed by their duly authorized officers:

DELAWARE DEPARTMENT OF TRANSPORTATION

By: 
Robert McCleary, P.E., Chief Engineer

Date: 4/22/2016

EAST PENN RAILROAD L.C.C.

By: 
Robert Parker, President

Date: 5/5/2016

EXHIBIT B

Force Account Estimate

EXHIBIT B

East Penn Railroad

Date: 29-Nov-16

Detailed Estimate for Flagging and Construction Engineering

State Proj No: T201507403 Federal Aid No: ESTP-S268(01)
State Proj Title: Bridge 1-634 on SR100 Dupont Road over East Penn Railroad

DOT/AAR: 593275U City / State: Wilmington

Road: Dupont Road County: New Castle

MilePost: 3.21 Wilmington & Northern Branch

Purchases - Others		
Meals / Lodging:	\$0.00	
Rental Equipment:	\$0.00	
Construction Supervisor Vehicle:	\$0.00	
Purchases - Other Total:		\$0.00
Materials and Additives		
Material Cost:	\$70,000.00	
Sales and Use Tax:	\$0.00	
Freight / Material Handling:	\$0.00	
Material Total:		\$70,000.00
Labor and Additives		
Flagging (\$850/Day) Estimated 50 Days	\$42,500.00	
Labor	\$80,000.00	
Preliminary Engineering	\$0.00	
Construction Supervision	\$7,500.00	
Labor Total:		\$130,000.00
Project Cost		\$200,000.00
Scrap / Salvage Credit		\$0.00
Project Total:		\$200,000.00

Estimate valid for 1 year from date of estimate

Force Account Estimates for State Contract No. T201507403:

The following are East Penn Railroad, LLC's force account estimates for the various work actions required under the project agreement for Bridge 1-634 on SR 100 (Dupont Road) which crosses over the tracks of East Penn Railroad, LLC.

1) Siding Extension on Wilmington Northern Line = \$140,000.00

- Site Preparation and Other Contracted Services = \$40,000.00
- Material = \$70,000.00
- Labor Estimate = \$30,000.00

2) Flagging = \$850.00/Day

- State estimates 50 days required ($\$850 \times 50 = \$42,500.00$)

3) Temporary Timber Crossing and Removal = \$10,000.00

4) Inspection/Construction Review = \$7,500.00

Submitted By: Robert C. Parker

President and Chief Executive Officer – East Penn railroad, LLC

November 29, 2016

EXHIBIT C

Special Provisions – Maintenance of Railroad Traffic

763504 - MAINTENANCE OF RAILROAD TRAFFIC (ESPN)

East Penn Railroad, L.L.C.

Description:

The item shall consist of complying with all the terms and conditions set and defined under these specifications and notes on the Plans while performing the construction activities of this contract. For this Contract, the term Railroad and/or Owner shall be understood to mean the East Penn Railroad, L.L.C. (ESPN).

No work shall commence on Railroad Right-of-Way until all insurance has been submitted and approved by the Railroad and the Engineer.

Under this Contract, the General Contractor and all of the Subcontractors working within the track envelope shall be required to obtain and hold in force for the life of the Contract, all of the following insurances to the amounts listed. The track envelope shall be defined as any contractor working within twenty-five (25) feet vertically (as measured from the top of the rail) or horizontally (as measured from the centerline of the track out from each side) of the railroad tracks.

In the event of multiple tracks, the horizontal measurement shall be taken from twenty-five (25) feet outside of the centerline of the outside tracks. The track envelope shall include all areas between the twenty-five (25) foot measurements.

Proof of meeting these insurance values shall be by submission of Certificates of Insurance from their Insurance carriers. Only the cost of the Railroad Protective Liability Insurance shall be paid by this Item. The Railroad Protective Insurance may be issued as separate policies for each individual General Contractor and applicable Subcontractor(s), or may be a singular policy supplied by the General Contractor that specifically states the policy covers the General and all Subcontractors.

Should the General or any of his Subcontractors whose work does not actually involve track or signalization work, find themselves working within the track envelope (as by definition above) feel that an exemption should be issued for the Railroad Protective Liability Insurance coverage, then the Railroad may issue such an exemption. This exemption will only apply to the Railroad Protective Liability Insurance and all other insurance listed within this specification shall still be required from all contractors.

The General Contractor or any of his Subcontractors must make written application to be considered for this exemption directly to the Railroad. If any exemption(s) are issued, a credit will be deducted based on a negotiated amount for this insurance. The decision of the Railroad is final.

Insurance:

Before any work on the project is commenced, the Contractor shall be required to carry

insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract and specifications.

Insurance Requirements:

The General Contractor and all of the Subcontractors working within the track envelope, as defined above, shall be required to secure, at its sole cost and expense, various types of insurance coverage with various limits. These insurance coverages must be in a form and be underwritten by insurance companies that meet with the Owner's and Railroad's approval. The types of insurance required include:

1. Railroad Protective Liability Insurance (during construction or maintenance only)
2. Commercial General Liability Insurance
3. Automobile Liability Insurance
4. All Risk Property Insurance
5. Worker's Compensation Insurance

Specific insurance requirements for the above listed Policy types are as follows:

1. Railroad Protective Liability Insurance

Railroad Protective Liability (RRP) Insurance covering the Operations performed by Contractor or any subcontractor within twenty-five (25) feet vertically or horizontally of railroad tracks. The Contractor and any Subcontractors working within that envelope shall have limits of liability of not less than two million dollars (\$2,000,000) each occurrence, combined single limit for losses arising out of injury to or death of all persons, and for physical loss or damage to or destruction of property, including the loss of use thereof. A four million dollar (\$4,000,000) annual aggregate shall apply.

The certificate shall name the East Penn Railroad L.L.C., 505 South Broad Street, Kennett Square, PA 19348, as the certificate holder.

The certificate shall also name the East Penn Railroad L.L.C. and their agents, as additional insureds. Insurance shall be returned to the certificate holder at the above address. Construction will not be authorized until all insurance requirements are satisfied.

2. Commercial General Liability Insurance

Commercial General Liability Insurance covering liability of Contractor with respect to all operations to be performed and all obligations assumed by Contractor under the terms of the Agreement. Products completed operations, independent contractors and contractual liability coverages are to be included, with the contractual exclusion related to construction/demolition activity within

twenty-five (25) feet of the railroad and any Explosion/Collapse/Underground (X-C-U) exclusions deleted.

Coverage under this policy shall have limits of liability of not less than two million dollars (\$2,000,000) each occurrence, combined single limit, for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability. The insurance amount may be achieved via an excess or umbrella policy in order to meet this limit.

The certificate shall name the East Penn Railroad L.L.C., 505 South Broad Street, Kennett Square, PA 19348, as the certificate holder.

The certificate shall also name the East Penn Railroad L.L.C. and their agents, as additional insureds. Insurance shall be returned to the certificate holder at the above address. Construction will not be authorized until all insurance requirements are satisfied.

3. Automobile Liability Insurance

Automobile Liability Insurance covering the liability of Contractor arising out of the use of any vehicles which bear, or are required to bear, license plates according to the laws of the jurisdiction in which they are to be operated, and which are not covered under Contractor's Commercial General Liability insurance. Coverage under this policy shall have limits of liability of not less than \$1 million each occurrence, combined single limit, for bodily injury and property damage (including loss of use) liability. In the event Contractor or any subcontractor will be transporting and/or disposing of any hazardous material or waste off of the jobsite, a MCS-90 Endorsement is to be added to this policy and the limits of liability are to be increased to \$5 million dollars (\$5,000,000) each occurrence.

The certificate shall name the East Penn Railroad L.L.C., 505 South Broad Street, Kennett Square, PA 19348, as the certificate holder.

The certificate shall also name the East Penn Railroad L.L.C. and their agents, as additional insureds. Insurance shall be returned to the certificate holder at the above address. Construction will not be authorized until all insurance requirements are satisfied.

4. All Risk Property Insurance

All Risk Property Insurance covering physical loss or damage to all property used in the performance of the Operations. The policy shall have limits of liability adequate to cover all property of Contractor (including personal property of others in Contractor's care, custody or control) and shall include a waiver of subrogation against the East Penn Railroad L.L.C., 505 South Broad Street, Kennett Square, PA 19348.

5. Worker's Compensation Insurance

Workers' Compensation Insurance complying with the requirements of the statutes of the jurisdiction(s) in which the Operations will be performed, covering all employees of Contractor Employer's Liability coverage with limits of not less than one million dollars (\$1,000,000) each accident or illness shall be included. In the event the Operations are to be performed on or over navigable waterways, a Longshoremen and Harbor Workers' Compensation Act Endorsement and a Maritime Coverage Endorsement are to be added, including coverage for wages, transportation, maintenance and cure.

The Contractor shall furnish to the Owner a Certificate of Insurance for all insurance listed above except for the Railroad's Protective Public Liability Insurance. Its submittal shall include the original of the AAR-AASHTO policy for Railroad's Protective Public Liability Insurance.

Each insurance policy shall be endorsed to provide that the insurance company shall notify the Railroad by registered or certified mail at least thirty days in advance of termination of any change in the policy. It is agreed that the providing of any conductors, flagmen or other employees shall not relieve Contractor from liability or payment for any damages caused by its operations.

Protection of Railroad Traffic:

The Contractor shall conduct the work in such a manner as to safeguard the train operations, tracks, facilities and property of the Railroad. All work affecting the Railroad property, right-of-way, or facilities shall be subject to the approval of the Railroad or his designated representative.

The Contractor's operations adjacent to, over or under the Railroad's tracks, right-of-way, and property shall be governed by the Owner's and/or the Railroad's standards, whichever is more stringent, or by such other requirements as specified by the Owner's or Railroad's representative so as to insure safe operation of trains avoiding delay to trains, and safety of all concerned including Contractor's forces.

An operating track shall be considered obstructed or fouled when any object is brought closer than fifteen (15) feet horizontally from the center of track and projects above the top of tie. A power line shall be considered fouled when any object is brought to a point less than eight (8) feet therefrom. A signal line shall be considered fouled when any object is brought nearer than six (6) feet to any wire or cable. Cranes, trucks and other equipment shall be considered as fouling the track, power line or signal line when failure of equipment whether working or idle with or without load will obstruct the track or other Railroad facilities.

Equipment used by Contractor shall be in first-class condition to preclude any failure that would cause delay interfering with operation of trains or damage to Railroad facilities.

Contractor's equipment shall not be placed or put in operation adjacent to the Railroad's tracks or facilities without obtaining clearance from the Railroad's representative. All such

equipment shall be operated by the Contractor in a manner satisfactory to the Railroad.

Minimum overhead and lateral clearances as specified by the Railroad are to be maintained during the performance of the work. Existing overhead and lateral clearance are to be maintained during construction unless a temporary reduction in clearance for construction purposes is approved by the Railroad. All wire and attachments shall be treated as live unless notified by the Railroad's representative that same have been grounded and de-energized. Particular attention shall be given to the use of hand lines containing metal strands which can not be permitted when working near or above exposed live wires. Metal ladders or ladders reinforced by metal in a longitudinal direction shall not be used near exposed wires. When working over wires, tools and materials not in use shall be stored in a manner to prevent them from falling. Tools or materials shall not be thrown to or from men working over the wires and men on the ground. Contractor shall be responsible for locating and protecting all underground facilities.

The Contractor shall give notice to the Railroad at least fourteen (14) calendar days in advance of the time work is to be commenced.

The Railroad will assign, at their expense, conductors and/or flagmen, or other similar qualified employees to protect its trains and facilities when in the opinion of its representative the construction work will cause or may cause a hazard to the Railroad's facilities and the safe operation of trains. The providing of such watchmen, inspectors, and other precautionary measures, shall not, however, relieve the Contractors from liability for payment of damages caused by his operations. This inspection service, if required, shall be supplied at no expense to the Contractor.

Should the Contractor request from the Railroad, the services of conductors and/or flagmen, employed by the Railroad, for their piece of mind and safety, a separate and private agreement shall be entered into by both the Railroad and Contractor for those services. Payment of any and all costs under that agreement shall be between the Railroad and the Contractor only.

No operations of Contractor shall be carried out without all the necessary protection to properly safeguard the work.

The Contractor shall be responsible for damage to Railroad facilities or property arising out of the prosecution of its work. The Railroad shall undertake any necessary repair work at the sole cost and expense of the Contractor. Billing for the work shall be in accordance with standard billing procedures.

Payment of Railroad Services:

It is a requirement of this contract that Contractor shall reimburse the Railroad in full for work undertaken by the Railroad on behalf of Contractor in accordance with provision of these special requirements. Final contract payment will not be made to the Contractor until the Railroad certifies that all its bills against Contractor have been paid in full.

Basis of Payment:

The payment for the item shall be made for at the contract unit price per Lump Sum bid for "Maintenance of Railroad Traffic", which price and payment shall constitute full compensation for maintaining railroad traffic as required during the life of the project; submission of drawings and procedures to the Railroad; for all incidental costs imposed by the Railroad on the Contractor in accordance with the terms and condition set in these Specifications; and meeting Railroad Protective Liability Insurance insurance requirements as described herein.

Payment for the Railroad Protective Liability Insurance requirements and all other required Insurance not normally held in force by the contractor shall be made under this Item. All other Insurances (such as, but not limited to, auto, etc.) required for this Contract shall be considered incidental to the Contract.

Also included are any costs incidental to or arising from the need to meet any or all requirements outlined herein; for all materials, labor, tools, equipment, and incidentals necessary to complete the work.

1/29/15